

Location: Chicago/Commuter Ops SU#2/23, St. Louis SU#4, Little Rock SU#6, Livonia SU#8 and Ft. Worth SU#11
 Contract Audit No. 743487 (DAS)

LONG HAUL, YARD, AND SHUTTLE TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into as of December 1, 2010, (the "Agreement Date"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (hereinafter the "Railroad"), and PROFESSIONAL TRANSPORTATION INC, an Indiana corporation (hereinafter the "Contractor").

RECITALS:

The Contractor desires to furnish transportation service for Railroad's train and engine crews, other Railroad personnel, and materials as specified by Railroad Representative, at or between locations indicated in the Schedule of Billable Service Items Forms, attached hereto and made a part hereof, to which Railroad is agreeable but solely upon the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. SERVICES TO BE PROVIDED BY CONTRACTOR.

Contractor, at its sole cost and responsibility, during the term of this Agreement, shall:

- A. Furnish and maintain motor passenger vehicles in safe and good operating condition to transport safely and comfortably Railroad's train and engine crews, other Railroad personnel, and materials between points listed in the Schedule of Billable Service Items, as requested by Railroad.
- B. Provide drivers who are licensed to operate the motor passenger vehicles; and
- C. Receive requests from the Railroad on an as needed basis to provide some or all of the following transportation services for Railroad's crews, other Railroad personnel, and materials:
 - Long-haul (road): transportation services dispatched between points compensated based on pre-established point to point mileage agreed to by Contractor and Railroad, hereinafter the "Agreed Upon" miles.
 - Yard: transportation services within defined areas surrounding a Railroad yard compensated based on an hourly rate.
 - Shuttle: transportation services performed on defined schedules and/or routes as agreed by Railroad and Contractor, compensated based on an hourly rate.
 - Multi-purpose Vehicles (MPV) transportation services compensated based on an hourly rate.

Section 2. CONTRACTOR'S COMPLIANCE WITH APPLICABLE LAWS.

The Contractor, and its drivers, shall at all times comply with all pertinent federal, state, and local laws, ordinances, and vehicle inspection and licensing requirements of the states, counties, cities, towns, and villages traversed in the performance of services under this Agreement, as well as all state and federal passenger carrier licensing requirements, including the filing of necessary tariffs as applicable and provide evidence of the same.

It is expected that the Contractor will be primarily responsible for enforcement of this program, however, both the Railroad and the Federal Railroad Administration will be auditing for compliance. Should any Contractor be found out of compliance, any and all fines or penalties incurred will be the sole obligation of the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

PROFESSIONAL TRANSPORTATION INC
an Indiana corporation

By: [Signature]
Title: GENERAL DIRECTOR - STRATEGIC SOURCING
Printed Name: STEPHEN A. KEEZLER

By: [Signature]
Title: Vice President
Printed Name: Steven R. McClellan